

BEFORE THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA

In the Matter of the Application of	)	
Convergia, Inc. for a Certificate	)	
of Public Convenience and Necessity	)	Docket No.
to Provide Intrastate Resold Telecommunications	)	
Services and for Alternative Regulation	)	

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**APPLICATION**

Convergia, Inc. ("Applicant"), pursuant to South Carolina Code Sections 58-9-280 and 58-9-520 and the rules and regulations of the South Carolina Public Service Commission ("Commission"), hereby makes this Application to the Commission for a Certificate of Public Convenience and Necessity to provide intrastate telecommunications and data services services between and among locations within the State of South Carolina as a non-facilities-based interexchange telecommunications service and data provider. Pursuant to South Carolina Code Section 58-9-585 and the general regulatory authority of the Commission, Applicant also requests that the Commission regulate its business services, consumer card services, operator services, and private line service offerings in accordance with the principles and procedures established for relaxed regulation in Orders No. 95-1734 and 96-55 in Docket No. 95-661-C and as modified by Order No. 2001-997 in Docket No. 2000-407-C. In support of its Application, Applicant states as follows:

1. Applicant's legal name, business address and telephone number are:

Convergia Inc.  
237 Hymus Boulevard  
Pointe Claire, Quebec  
H9R 5C9 Canada

Telephone: 514.693.6300  
Facsimile: 514.693.6354

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COMMUNICATIONS

2. Correspondence or communications concerning this Application may be addressed to Applicant's in-state counsel:

Bonnie D. Shealy, Esquire  
ROBINSON, McFADDEN & MOORE, P.C.  
P.O. Box 944  
1500 Bank of America Plaza  
1901 Main Street  
Columbia, South Carolina 29202

Telephone: 803.779.8900  
Facsimile: 803.252.0724

3. Applicant's contact person regarding Applicant's ongoing operations is:

Mr. Steve Roussos, Chief Financial Officer  
237 Hymus Boulevard  
Pointe Claire, Quebec  
H9R 5C9 Canada

Telephone: 514.693.6300  
Facsimile: 514.693.6354

4. Applicant is a privately-held corporation organized under the laws of the State of Delaware on May 15, 2000. A copy of Applicant's Articles of Incorporation appears as **Exhibit A**.

5. A copy of Applicant's Certificate of Authority to transact business as a foreign corporation in the State of South Carolina is attached as **Exhibit B**.

6. Applicant proposes to serve the entire State of South Carolina.

7. Applicant proposes to provide a variety of resold interexchange switched and dedicated telecommunications services for the direct transmission and reception of voice and data between locations throughout the State of South Carolina. Applicant does not propose to offer alternative operator services to the transient public. Applicants proposed services are set forth with particularity in Applicant's proposed tariff, attached as **Exhibit E** to this Application.

Applicant's services will be offered to both business and residential subscribers,

and will be available to subscribers twenty-four hours per day, seven days per week, at rates, terms and conditions established by Applicant.

8. Applicant possesses the managerial experience necessary to provide interexchange telecommunications services in South Carolina. A brief summary of the qualifications and experience of Applicant's managers is attached hereto as **Exhibit C**.

9. Applicant possesses the financial resources to provide high-quality, continuous telecommunications services in the State of South Carolina. The strength of Applicant's financial standing is demonstrated by Applicant's balance sheet and income statement, which are attached hereto as **Exhibit D**.

10. Applicant's proposed tariff, containing Applicant's proposed rates, terms and conditions applicable to its subscribers is attached as **Exhibit E**.

11. Applicant is in the process of seeking authority to offer resold interexchange telecommunications services in all states except Alaska.. Applicant currently holds intrastate operating authority in Arkansas, California, Colorado, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kentucky, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, South Dakota, Texas, Utah, Vermont, Virginia, Washington, Wisconsin, and Wyoming.

12. Applicant will bill customers directly, either via United States mail or by posting the customer's bill to a secure site on the Internet. A copy of Applicant's sample bill is attached hereto as **Exhibit F**.

13. In Docket No. 95-661-C, in response to a Petition for Alternative Regulation by AT&T Communications of the Southern States, the Commission determined that there was sufficient competition in the market for interexchange telecommunication services to justify

relaxing the manner in which AT&T was regulated. Applicant submits that, as a potential competitor of AT&T in the market for providing telecommunications services, it should be subject to no regulatory constraints greater than those imposed on AT&T. Accordingly, Applicant requests that its interexchange business service offerings, consumer card services, operator services<sup>1</sup>, and private line service offerings be regulated under this form of relaxed regulation.

14. Because of both the level of competition found by the Commission in Docket No. 95-661-C and the Commission's decision to permit AT&T greater rate flexibility, Applicant submits that it is critical to the continued development of a competitive market for telecommunications services that the Commission apply the relaxed regulation described in Order Nos. 95-1734 and 96-55 to Applicant's service offerings.

15. Applicant believes that a grant of a Certificate of Convenience and Necessity to Operate as a Reseller of Intrastate Telecommunications Services within the State of South Carolina is in the public interest for the following reasons:

- a. By utilizing existing carrier communications facilities, Applicant's service will promote more efficient use of those facilities, and provide greater access revenues to local exchange carriers.
- b. Commission approval of the instant Application will enable Applicant to provide the following long-term benefits to the public in the State of South Carolina:
  - i. greater value to subscribers through lower-priced, better quality services;

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<sup>1</sup> Excepting those operator-assisted calls where a consumer uses a local exchange carrier's calling card to complete calls from locations which have not selected the local exchange carrier as their toll provider. Operator surcharges and per-minute rates for this type of call were capped by Order No. 2001-997 dated November 8, 2001.

- ii. innovative telecommunications services and billing options;
- iii. increased consumer choice in telecommunications service;
- iv. efficient use of existing telecommunications resources, as well as increased diversification and reliability in the supply of telecommunications services; and
- v. an additional tax revenue source for the State of South Carolina.

16. Applicant requests that the Commission grant it authority to provide telecommunications and data services in South Carolina, allowing Applicant to contribute to the promotion of competition and consequent efficiency in the provision of intrastate interLATA long-distance services, while protecting the interests of the public in South Carolina.

17. Applicant, like other non-dominant communications carriers, should be granted authority to provide services within South Carolina upon the showing of technical, managerial and financial ability contained in this Application. Applicant will be subject to all ongoing Commission regulation, including tariff and pricing regulation, and the Commission's complaint procedures.

18. Applicant is prepared to offer its services immediately upon Commission authorization.

19. Applicant requests waiver of Commission rule R.103-610, Location of Records and Reports. Applicant does not anticipate maintaining offices or personnel in the State of South Carolina. In the absence of such a waiver, Applicant would be compelled to assume added expense to maintain records and reports in South Carolina. Applicant avers that records and reports will be maintained at its headquarters office and will be made available to the Commission upon request, at no charge. The Commission will not be inconvenienced, and the public will not be exposed to any risk through the grant of this waiver request. Applicant understands that

similar requests for waiver of R.103-610 are routinely granted by the Commission.

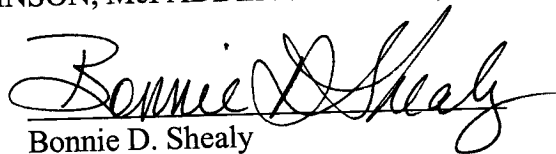
20. The Applicant also requests a waiver of any Commission policy or rule which would require it to maintain its books under the Uniform System of Accounts. The Company currently maintains its records in accordance with Generally Accepted Accounting Principles ("GAAP"). It would be a hardship to keep two sets of records.

WHEREFORE, Convergia, Inc. respectfully requests that the South Carolina Public Service Commission grant it a Certificate of Convenience and Necessity to operate as a reseller of intrastate telecommunications services within the State of South Carolina as proposed herein and set forth in the attached tariff. Convergia, Inc. also requests that the Commission regulate its business service offerings in accordance with the principles and procedures established for relaxed regulation in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C.

Respectfully submitted this 17 day of November, 2004.

ROBINSON, McFADDEN & MOORE, P.C.

By:



Bonnie D. Shealy  
Post Office Box 944  
1901 Main Street  
Columbia, South Carolina 29202

Telephone: 803.779.8900  
Facsimile: 803.252.0724

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to Provide Intrastate Resold Telecommunications	)	
and Data Services for Alternative Regulation of	)	
<u>Its Business Service Offerings</u>	)	

**LIST OF EXHIBITS**

EXHIBIT A	ARTICLES OF INCORPORATION
EXHIBIT B	CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS
EXHIBIT C	SENIOR MANAGEMENT EXPERIENCE
EXHIBIT D	FINANCIAL STATEMENTS
EXHIBIT E	PROPOSED TARIFF
EXHIBIT F	SAMPLE BILL

**EXHIBIT A**

**ARTICLES OF INCORPORATION**  
(Attached)

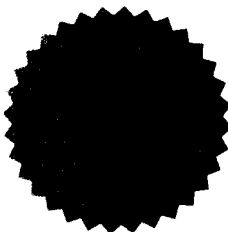


# Delaware

*The First State*

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CONVERGIA, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTH DAY OF OCTOBER, A.D. 2003.



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

3199482 8300

030623109

AUTHENTICATION: 2679700

DATE: 10-08-03

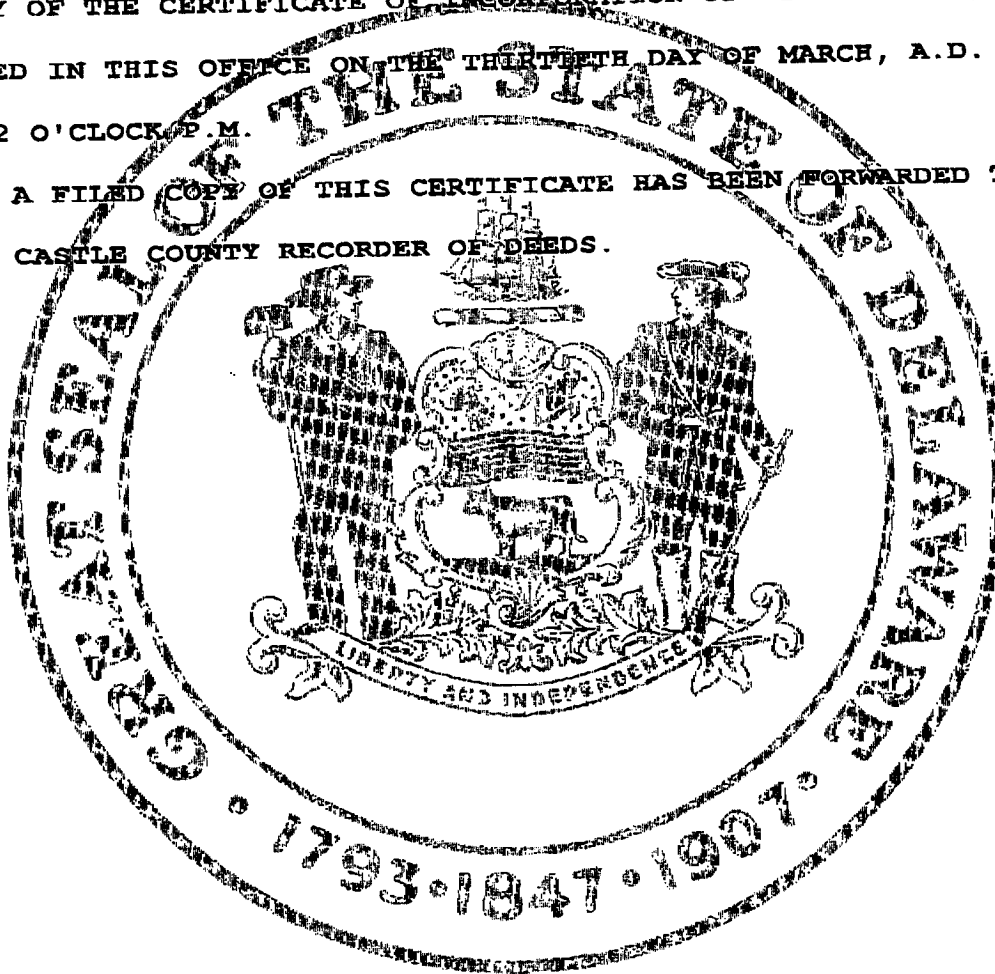
## State of Delaware

PAGE 1

## Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "TELEMERGIA, INC.", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF MARCH, A.D. 2000, AT 2 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Edward J. Freel, Secretary of State

3199482 8100

AUTHENTICATION: 0352426

001163350

DATE: 03-31-00

FROM LATHAM & ATKINS WASH DC #  
(THU) 3. 30' 00 13:56/13:50/NO: 4261783341 P 4

## **CERTIFICATE OF INCORPORATION**

**OF**

**TELEMERGIA, INC.**

**FIRST:** The name of the corporation (hereinafter sometimes referred to as the "Corporation") is:

**Telemergia, Inc.**

**SECOND:** The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, New Castle County, Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

**THIRD:** The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

**FOURTH:** The aggregate number of all classes of shares which the Corporation shall have the authority to issue is three thousand (3,000) shares of common stock, with no par value.

No holder of shares of the Corporation of any class, now or hereafter authorized, shall have any preferential or preemptive right to subscribe for, purchase or receive any share of the Corporation of any class, now or hereafter authorized, or any options or warrants for such shares, or any rights to subscribe for or purchase such shares, or any securities convertible into or exchangeable for such shares, which may at any time or from time to time be issued, sold or offered for sale by the Corporation; provided, however, that in connection with the issuance or sale of any such shares or securities, the Board of Directors of the Corporation may, in its sole

FROM LATHAM & WATKINS WASH DC #4  
(THU) 3:30'06 13:57/13:50/NO. 4261-783341 P 5

discretion, offer such shares or securities, or any part thereof, for purchase or subscription by the holders of shares of the Corporation, except as may otherwise be provided by this Certificate of Incorporation, as amended from time to time.

At all times, each holder of common stock of the Corporation shall be entitled to one vote for each share of common stock held by such stockholder standing in the name of such stockholder on the books of the Corporation.

FIFTH: The name and address of the Incorporator is as follows:

Jennifer A. Kate  
Latham & Watkins  
1001 Pennsylvania Avenue, NW  
Suite 1300  
Washington, D.C. 20004

SIXTH: In furtherance and not in limitation of the power conferred by statute, the Board of Directors is expressly authorized to make, alter or repeal the Bylaws of the Corporation.

SEVENTH: No director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for the breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involved intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transactions from which the director derived an improper personal benefit.


EIGHTH: Election of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

NINTH: The Corporation reserves the right to amend, alter, change or repeal any provisions contained in this Certificate of Incorporation, in the manner now or hereafter

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prescribed by the General Corporation Law of the State of Delaware. All rights conferred upon stockholders herein are granted subject to this reservation.

I, THE UNDERSIGNED, being the sole Incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, herein declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 30th day of March, 2000.

  
Jennifer A. Kate  
Incorporator

## State of Delaware


PAGE 1

## Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "TELEMERGIA, INC.", CHANGING ITS NAME FROM "TELEMERGIA, INC." TO "CONVERGIA, INC.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF MAY, A.D. 2000, AT 6 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



  
Edward J. Freel, Secretary of State

3199482 8100

001247330

AUTHENTICATION:

0439889

DATE:

05-16-00

**CERTIFICATE OF AMENDMENT  
TO  
CERTIFICATE OF INCORPORATION  
OF  
TELEMERGIA, INC.**

Pursuant to Section 241 of the General Corporation Law of the State of Delaware,  
Telemergia, Inc. (the "Corporation"), a Delaware corporation, hereby certifies that:

1. The Certificate of Incorporation of the Corporation is hereby amended by deleting Article FIRST and inserting in lieu thereof a new Article FIRST to read as follows:

FIRST: The name of the corporation (hereinafter sometimes referred to as the "Corporation") is:

Convergia, Inc.

2. The Board of Directors of the Corporation, by unanimous written consent, adopted and approved the foregoing amendment; and
3. The Corporation has not received any payment for stock to date.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed and executed in its corporate name by Mitchell Weinberg, its Secretary on this 15<sup>th</sup> day of May, 2000.

Telemergia, Inc.

By: Mitchell Weinberg  
Name: Mitchell Weinberg  
Title: Secretary

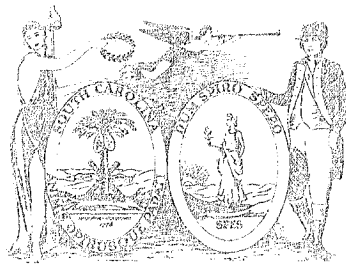
**EXHIBIT B**

**CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS**

(Attached)



# *The State of South Carolina*



## *Office of Secretary of State Jim Miles* **Certificate of Authorization**

I, Jim Miles, Secretary of State of South Carolina Hereby certify that:

### **CONVERGIA, INC.,**

a corporation duly organized under the laws of the state of **DELAWARE** and issued a certificate of authority to transact business in South Carolina on **May 24th, 2002**, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976 South Carolina Code, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 24th day of May, 2002.

A handwritten signature of Jim Miles in black ink, written over a horizontal line.

Jim Miles, Secretary of State

FILED

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

MAY 24 2002

MAY 24 2002

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

*Jim Miles* 3  
SECRETARY OF STATE

APPLICATION BY A FOREIGN CORPORATION  
FOR A CERTIFICATE OF AUTHORITY  
TO TRANSACT BUSINESS  
IN THE STATE OF SOUTH CAROLINA

*[Signature]*  
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to Section 33-15-103 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation hereby applies for authority to transact business in the State of South Carolina, and for that purpose, hereby submits the following statement:

1. The name of the corporation is (see Sections 33-4-101 and 33-15-106 and Section 33-19-500(b)(1) if the corporation is a professional corporation) Convergia, Inc.
2. It is incorporated as (check applicable item) ☒ a general business corporation, ☐ a professional corporation, under the laws of the state of Delaware
3. The date of its incorporation is March 13, 2000 and the period of its duration is Perpetual
4. The address of the principal office of the corporation is 237 Hymus Boulevard in the  
Street Address  
city of Pointe-Claire and the state of Quebec H9R 5C7  
Zip Code
5. The address of the proposed registered office the state of South Carolina is  
c/o C T Corporation System, 75 Beattie  
Place, Two Insignia Financial Plaza in the city of Greenville in  
Street Address  
South Carolina 29601  
Zip Code
6. The name of the proposed registered agent in this state at such address is  
C T Corporation System  
Print Name

I hereby consent to the appointment as registered agent of the corporation.

*[Signature]*  
Signature of the Registered Agent

TAMMY TOFTEROO  
VICE PRESIDENT

Convergia, Inc.

Name of Corporation

7. The name and usual business address of the corporation's directors (if the corporation has no directors, then the name and address of the persons who are exercising the statutory authority of the directors on behalf of the corporation) and principal officers:

a)	Name of Directors	Business Address
	<u>See Attached List of Directors</u>	

b)	Name and Office of Principal Officers	Business Address
	<u>Frederick H. Miller/Chairman of the Board</u>	<u>237 Hymus Blvd.; Pointe-Claire, Quebec H9R 5C7</u>
	<u>Alejandro Bitar/President</u>	<u>237 Hymus Blvd.; Pointe-Claire, Quebec H9R 5C7</u>
	<u>Mitchell Weinberg/Secretary, Vice President</u>	<u>237 Hymus Blvd.; Pointe-Claire, Quebec H9R 5C7</u>
	<u>Steve Roussos/Chief Financial Officer</u>	<u>237 Hymus Blvd.; Pointe-Claire, Quebec H9R 5C7</u>

8. The aggregate number of shares which the corporation has authority to issue, itemized by classes and series, if any, within a class:

Class of Shares (and Series, if any)	Authorized Number of Each Class (and Series)
<u>Common</u>	<u>3,000</u>

9. Unless a delayed date is specified, this application shall be effective when accepted for filing by the Secretary of State (See Section 33-1-230): June 1, 2002

Date 12/03/02

Convergia, Inc.

Name of Corporation

Signature

Frederick H. Miller, Chairman of the Board/CEO  
Type or Print Name and Office

# CONVERGIA, INC. OFFICER AND DIRECTORS

## BUSINESS ADDRESS LISTING

Name	Title	Business Address
Frederick H. Miller	Chairman of the Board, CEO and a Director	237 Hymus Boulevard Pointe - Claire Quebec H9R 5C7 Canada
Alejandro Bitar	President and a Director	237 Hymus Boulevard Pointe - Claire Quebec H9R 5C7 Canada
Mitchell Weinberg	Secretary, Vice President, General Counsel	237 Hymus Boulevard Pointe - Claire Quebec H9R 5C7 Canada
Steve Roussos	CFO	237 Hymus Boulevard Pointe - Claire Quebec H9R 5C7 Canada
Robert G. Miller	Director	237 Hymus Boulevard Pointe - Claire Quebec H9R 5C7 Canada
Lorenzo Bitar	Director	237 Hymus Boulevard Pointe - Claire Quebec H9R 5C7 Canada
Marcellus Williamson	Director	555 11 <sup>th</sup> Street Suite 1000 Washington, D.C. 20008

**EXHIBIT C**

**SENIOR MANAGEMENT EXPERIENCE**  
(Attached)

## **Executive Team**

The current Convergía management team is comprised of business professionals. These executives bring a global vision and deep resources to Convergía.

The CEO and Chairman is **Frederick H. Miller**. Frederick obtained his MBA degree from Georgetown and is a member of the California Bar.

The President is **Alejandro Bitar** from Peru. Alejandro has received his MBA from Georgetown. Alejandro has significant political and business relationships in Latin America and its associated U.S. community. He is our leading executive in the management of our local partnerships in Latin America.

**Steve Roussos** is the CFO for Convergía. Steve has senior financial management experience with Future Electronics as well as a successful professional record in public accounting. Steve is a Chartered Accountant as well as a CFE.

**Mitchell Weinberg** is general counsel for Convergía and Future Electronics. He is a Bar member with the Law Society of Upper Canada, holding a Bachelors Degree in Civil Law and Common Law.

**Lorenzo Bitar** is the Director of Latin American Operations. Lorenzo brings a wealth of business experience accumulated over the last 40 years. Lorenzo has founded and served as President in multiple successful companies in Chile, Peru, Ecuador and Venezuela. Lorenzo also serves on the Board of a number of affluent companies in Peru and Chile. Lorenzo has a law degree from the Universidad de Chile.

**Robert Miller** is the CEO and sole owner of Future Electronics, a global \$3.5 Billion electronics distributor, with 220 offices in 35 countries. In addition to his extremely successful career in distribution, Mr. Miller is one of two owners and founders of Miromar Development, a \$200 Million real estate company. Robert Miller is an actively involved Director for Convergía.

**EXHIBIT D**

**FINANCIAL STATEMENTS**  
(Attached)



Financial Statements of

**CONVERGIA, INC.**

Year ended December 31, 2003





**KPMG LLP**  
**Chartered Accountants**

2000 McGill College Avenue  
Suite 1900  
Montréal Québec H3A 3H8

Telephone (514) 840-2100  
Telefax (514) 840-2187  
[www.kpmg.ca](http://www.kpmg.ca)

## **AUDITORS' REPORT TO THE DIRECTORS**

We have audited the balance sheet of Convergia, Inc. (the "Corporation") as at December 31, 2003 and the statements of operations, cash flows and deficiency in assets for the year then ended. These financial statements are the responsibility of the Corporation's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards in the United States of America. Those standards require that we plan and perform an audit to obtain reasonable assurance whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

In our opinion, these financial statements present fairly, in all material respects, the financial position of the Corporation as at December 31, 2003 and the results of its operations and its cash flow for the year then ended in accordance with generally accepted accounting principles in the United States of America.

Chartered Accountants

Montréal, Canada

March 19, 2004



KPMG LLP, a Canadian limited liability partnership is the Canadian member firm of KPMG International, a Swiss cooperative.

# CONVERGIA, INC.

## Financial Statements

Year ended December 31, 2003

### Financial Statements

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Statement of Deficiency in Assets .....	4
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# CONVERGIA, INC.

## Balance Sheet

December 31, 2003, with comparative figures for 2002  
(Expressed in US dollars)

	2003	2002
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 3,276,533	\$10,554,876
Accounts receivable net of an allowance for doubtful accounts of \$17,255 in 2003 (2002 - \$16,092)	514,265	2,671,771
Income taxes receivable	217,063	-
Prepaid expenses	203,109	614,360
	4,210,970	13,841,007
Advances receivable from companies under common control	1,293,532	74,283
Equipment (note 3)	649,201	946,173
Intangible assets (note 4)	241,369	2,350
Deferred income tax assets	143,576	-
	\$ 6,538,648	\$14,863,813

## Liabilities and Deficiency in Assets

Current liabilities:		
Accounts payable and accrued liabilities	\$ 1,403,614	\$ 1,307,375
Income taxes payable	-	113,640
	1,403,614	1,421,015
Loans payable to related companies	-	154,474
Loans payable to companies under common control	5,370,357	12,932,028
	6,773,971	14,507,517
Deferred income tax liabilities	-	86,917
Deficiency in assets:		
Share capital (note 5)	1	1
(Deficit) retained earnings	(235,324)	269,378
	(235,323)	269,379
Contingencies (note 9)		
	\$ 6,538,648	\$14,863,813

See accompanying notes to financial statements.

On behalf of the Board:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

# CONVERGIA, INC.

## Statement of Operations

Year ended December 31, 2003, with comparative figures for 2002  
(Expressed in US dollars)

	2003	2002
Operating revenues	\$ 21,293,764	\$22,876,839
Operating expenses:		
Cost of sales	18,897,896	19,062,515
Selling, general and administrative	2,950,420	2,412,266
Depreciation	253,229	219,032
Amortization	42,826	200
	22,144,371	21,694,013
Operating (loss) income	(850,607)	1,182,826
Financial expenses	—	1,422
Other revenues	(1,772)	—
(Loss) earnings before income taxes	(848,835)	1,181,404
Income taxes:		
(Recovery) current	(113,640)	113,640
Deferred	(230,493)	86,917
	(344,133)	200,557
Net (loss) earnings	\$ (504,702)	\$ 980,847

See accompanying notes to financial statements.

# CONVERGIA, INC.

## Statement of Cash Flows

Year ended December 31, 2003, with comparative figures for 2002  
(Expressed in US dollars)

	2003	2002
Cash flows from operating activities:		
Net (loss) earnings	\$ (504,702)	\$ 980,847
Adjustments for:		
Depreciation and amortization	296,055	219,232
Deferred income taxes	(230,493)	86,917
Net change in non-cash operating assets and liabilities (note 8)	2,334,293	(739,189)
	<u>1,895,153</u>	<u>547,807</u>
Cash flows from financing activities:		
(Decrease) increase in loans payable to companies under common control	(7,561,671)	11,116,908
(Decrease) increase in loans payable to related companies	(154,474)	154,474
	<u>(7,716,145)</u>	<u>11,271,382</u>
Cash flows from investing activities:		
Increase in advances receivable from companies under common control	(1,219,249)	(74,283)
Expenditures for equipment	(68,757)	(1,190,030)
Proceeds from disposal of equipment	112,500	—
Expenditures for intangibles	(281,845)	—
	<u>(1,457,351)</u>	<u>(1,264,313)</u>
Net (decrease) increase in cash and cash equivalents	(7,278,343)	10,554,876
Cash and cash equivalents, beginning of year	10,554,876	—
Cash and cash equivalents, end of year	<u>\$ 3,276,533</u>	<u>\$ 10,554,876</u>
Cash and cash equivalents are comprised of:		
Cash	\$ 3,276,533	\$ 1,224,465
Short-term deposits	—	9,330,411
	<u>\$ 3,276,533</u>	<u>\$10,554,876</u>

See accompanying notes to financial statements.

# CONVERGIA, INC.

## Statement of Deficiency in Assets

Year ended December 31, 2003, with comparative figures for 2002  
(Expressed in US dollars)

	Common shares	(Deficit) retained earnings	Total comprehensive (loss) income	Total
Balance as at December 31, 2001	\$ 1	\$ (711,469)	\$ (711,469)	\$ (711,469)
Net earnings for the year	—	980,847	980,847	980,847
Comprehensive income for the year	—	—	<u>\$ 980,847</u>	—
Balance as at December 31, 2002	1	269,378	—	269,378
Net loss for the year	—	(504,702)	(504,702)	(504,702)
Comprehensive loss for the year	—	—	<u>\$ (504,702)</u>	(504,702)
Balance as at December 31, 2003	\$ 1	\$ (235,324)	\$ —	\$ (235,324)

# CONVERGIA, INC.

## Notes to Financial Statements

Year ended December 31, 2003  
(Expressed in US dollars)

### 1. Organization and business activities:

Convergia, Inc. ("The Corporation") is a private corporation incorporated under the General Corporation Law of the State of Delaware. The Corporation is a wholly-owned subsidiary of Telsocomm Investments Inc. The Corporation is a provider of retail and wholesale telecommunications services, offering the highest quality long-distance and data services. Using its own network infrastructure to route calls worldwide, the Corporation is committed to delight its customers by offering a full suite of voice and data services that provide maximum value solutions.

Using its global switching facilities and fiber optic network, the Corporation is an international telecommunications company that spans over 152 Points of Presence in 45 countries.

### 2. Significant accounting policies:

#### (a) Cash and cash equivalents:

Cash and cash equivalents include highly liquid investments with original maturities of three months or less that are readily convertible into cash and are not subject to significant risk from fluctuations in interest rates.

#### (b) Accounts receivable:

Accounts receivable are net of an allowance for doubtful accounts. The Corporation establishes an allowance for doubtful accounts based on factors affecting the credit risk of specific customers, as well as historical trends and other information.

#### (c) Property and equipment:

Property and equipment are carried at cost. Depreciation is calculated using the methods and rates as follows:

Asset	Method	Rate/period
Telecommunication equipment	Declining balance	30%
Office equipment	Declining balance	20%
Computer hardware	Declining balance	30%
Leasehold improvements	Straight-line	Term of lease

#### (d) Software:

Software is amortized on a straight-line basis over a period of 3 years.

# CONVERGIA, INC.

Notes to Financial Statements, Continued

Year ended December 31, 2003  
(Expressed in US dollars)

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## 2. Significant accounting policies (continued):

### (e) Other assets:

Other assets are comprised of incorporation costs which and license fees, which are amortized over a period of 5 years or over the term of the licenses.

### (f) Income taxes:

The Corporation uses the asset and liability method of accounting for income taxes. Under this method, deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to temporary differences between the financial statement carrying amounts of existing assets and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled.

### (g) Revenue recognition:

Revenues for services are recognized when the services are provided. Payments received in advance, if any, are deferred until the services are provided.

### (h) Impairment of long-lived assets:

Long-lived assets, such as equipment and other assets, are reviewed for impairment whenever events or changes in circumstances warrant such a review. Under current standards, the assets must be carried at historical cost if the projected cash flows from their use will recover their carrying amounts on an undiscounted basis and without considering interests. However, if projected cash flows are less than the carrying amount, even by one dollar, the long-lived asset must be reduced to their estimated fair value.

### (i) Foreign currency translation:

Monetary assets and liabilities are translated at exchange rates in effect at the end of the year, and revenues and expenses are translated at the weighted average exchange rate during the year.

### (j) Use of estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ those estimates.



# CONVERGIA, INC.

Notes to Financial Statements, Continued

Year ended December 31, 2003  
(Expressed in US dollars)

## 3. Equipment:

2003			
	Cost	Accumulated depreciation	Net book value
Telecommunication equipment	\$ 1,144,347	\$ 496,116	\$ 648,231
Office equipment	1,940	970	970
	<b>\$ 1,146,287</b>	<b>\$ 497,086</b>	<b>\$ 649,201</b>

2002			
	Cost	Accumulated depreciation	Net book value
Telecommunication equipment	\$ 1,190,030	\$ 243,857	\$ 946,173

## 4. Intangible assets:

2003			
	Cost	Accumulated amortization	Net book value
Software	\$ 281,845	\$ 42,276	\$ 239,569
Other	2,750	950	1,800
	<b>\$ 284,595</b>	<b>\$ 43,226</b>	<b>\$ 241,369</b>

2002			
	Cost	Accumulated amortization	Net book value
Other	\$ 2,750	\$ 400	\$ 2,350

# CONVERGIA, INC.

Notes to Financial Statements, Continued

Year ended December 31, 2003  
(Expressed in US dollars)

## 5. Share capital:

The authorized share capital of the Corporation consists of an unlimited number of Class A common shares, without par value, voting and participating:

	2003	2002
Issued and outstanding: 1,000 Class A common shares	\$ 1	\$ 1

## 6. Income taxes:

In assessing the realizability of deferred tax assets, the Corporation considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income.

The income tax effect of temporary differences that gives rise to the net deferred tax assets and liabilities is presented below:

	2003	2002
Deferred tax assets:		
Operating loss carryforwards	\$ 184,015	\$ -
Net deferred tax assets	184,015	-
Deferred tax liabilities:		
Equipment	(40,439)	(86,917)
Net deferred tax asset (liabilities)	\$ 143,576	\$ (86,917)

# CONVERGIA, INC.

Notes to Financial Statements, Continued

Year ended December 31, 2003  
(Expressed in US dollars)

## 7. Related party transactions:

During the year, the Corporation entered into transactions with related parties as follows:

	2003	2002
Operating revenues	\$ 1,019,668	\$ 324,937
Operating expenses:		
Cost of sales	17,425,462	14,233,652

The transactions were recorded at the amounts agreed upon between the related parties.

The advances receivable from companies under common control and loans payable to related companies and companies under common control are non-interest bearing and have no specific terms of repayment.

## 8. Supplemental disclosure of cash flow information:

	2003	2002
(a) Net change in non-cash operating assets and liabilities:		
Accounts receivable	\$ 2,157,506	\$(2,381,280)
Income taxes receivable	(217,063)	—
Prepaid expenses	411,251	885,640
Accounts payable and accrued liabilities	96,239	642,811
Income taxes payable	(113,640)	113,640
	\$ 2,334,293	\$ (739,189)
(b) Non-cash financing and investing activities:		
Purchase of equipment included in loans payable to an affiliate at the beginning of the year	\$ —	\$ (496,505)
(c) Cash paid during the year for:		
Income taxes	\$ 103,423	\$ —

# CONVERGIA, INC.

Notes to Financial Statements, Continued

Year ended December 31, 2003  
(Expressed in US dollars)

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## 9. Contingencies:

### Litigations:

The Corporation is from time to time involved in various legal proceedings of a character normally incident to its business. The Corporation was involved in litigation whereby it sought damages from a supplier. The judgment condemned the supplier to pay the Corporation a net claim of \$10,911,414 as of February 27, 2003. Both the supplier and the Corporation have appealed the aforementioned judgment. The Corporation believes that the outcome of the appeal should have a favourable effect on these financial statements. Settlement concerning this contingency will be accounted for as a charge or credit to the statement of operations in the period in which the settlement occurs.

## 10. Financial instruments:

### (a) Credit risk:

#### Accounts receivable:

The Corporation sells its products mainly to customers in the United States. It continually monitors the creditworthiness of its customers and does not normally require security. Provisions have been made for potential credit losses, if the need arises.

### (b) Fair value:

The carrying value of cash and cash equivalents, accounts receivable and accounts payable and accrued liabilities approximates their fair value due to the relatively short periods to maturity of these instruments.

The fair value as at December 31, 2003 of advances receivable from companies under common control and loans payable to related companies and companies under common control cannot be determined due to non-arms length transactions between the Corporation and other parties, and are non-interest bearing, with no specific terms of repayment.

**EXHIBIT E**

**PROPOSED TARIFF**  
(Attached)

TELECOMMUNICATIONS TARIFF

OF

CONVERGIA, INC.

237 Hymus Boulevard  
Pointe Claire, Quebec  
H9R 5C9 Canada

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by Convergia, Inc. ("Company") within the State of South Carolina. This Tariff is on file with the South Carolina Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business: 237 Hymus Boulevard, Pointe Claire, Quebec, H9R 5C9, Canada.

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Issued:

Issued By:

Mr. Steve Roussos  
Convergia, Inc.  
237 Hymus Boulevard  
Pointe Claire, Quebec  
H9R 5C9 Canada  
800.293.7778

Effective Date:

**CHECK SHEET**

The Sheets 1 through 31 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original	30	Original
11	Original	31	Original
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

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**TABLE OF CONTENTS**

<u>DESCRIPTION</u>	<u>SHEET NUMBER</u>
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Check Sheet	2
Table of Contents	3
Explanation of Symbols	5
Tariff Format	6
Application of Tariff	7
Section	
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2. Rules and Regulations	10
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**TABLE OF CONTENTS, Continued**

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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a Customer's bill
- (M) To signify that material has been **moved from** another Tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

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**TARIFF FORMAT**

- A. **Sheet Numbering** - Sheet numbers appear in the heading of each sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the sheets contained in the Tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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### **APPLICATION OF TARIFF**

This Tariff contains the rates, terms and conditions applicable to the provision of specialized resold intrastate common carrier telecommunications services by Convergia, Inc. between various locations within the State of South Carolina.

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.

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## **SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

### **Account Code:**

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

### **Called Station:**

The terminating point of a call (i.e., the called number).

### **Calling Card:**

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

### **Commission:**

South Carolina Public Service Commission ("Commission").

### **Company:**

Convergia, Inc.

### **Credit Card:**

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Customer:**

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

**Debit Card:**

A valid bank or financial organization card, representing an account from which the costs of products and services purchased by the cardholder may be charged.

**Dedicated Access:**

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

**Disconnect or Disconnection:**

The termination of a circuit connection between the originating station and the called station or the Company's operator.

**Subscriber:**

See "Customer" definition.

**"800" Number:**

A unique 800-NXX-XXXX, 888-NXX-XXXX, 877-NXX-XXXX number, 866-NXX-XXXX or 855-NXX-XXX, or any other NPA. The Customer is billed for calls terminating at that number.

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## **SECTION 2 - RULES AND REGULATIONS**

### **2.1. UNDERTAKING OF THE COMPANY**

- 2.1.1. Company's services are furnished for telecommunications originating and terminating in any area within the State of South Carolina.
- 2.1.2. Company is a non-facilities-based provider of resold interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport, and termination services provided by interexchange carriers.
- 2.1.4. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

### **2.2. LIMITATIONS OF SERVICE**

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.2. LIMITATIONS OF SERVICE, Continued**

- 2.2.2. Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the Commission rules.
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

**2.3. USE**

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.3. USE, Continued**

2.3.3. Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

**2.4. LIABILITIES OF THE COMPANY**

2.4.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3 Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.
- 2.4.4. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
  - B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
  - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.5. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.6. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.
- 2.4.7. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.8. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.9. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to South Carolina law. The Company shall not be responsible for claims made outside the 30 day period. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.10. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. INDEMNITY**

Subject to the limitations of liability set forth in Section 2.4 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all claims to the extent that such claims were proximately caused by any negligent or willful act or omission by the party from whom indemnity is sought, or by the agents, employees, subcontractors or assignees of the party from whom indemnity is sought, in connection with use of the Services. The indemnifying party under this Section shall defend the other at the other's request against any such claim. The party seeking indemnification under this Section must notify the other promptly of written claims or demands for which the indemnifying party may be responsible. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal, provided it pays the cost of any required appeal bond, compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

**2.6. FULL FORCE AND EFFECT**

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.7. INTERRUPTION OF SERVICE**

- 2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.7.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.
- 2.7.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula:  $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.8. RESTORATION OF SERVICE**

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

**2.9. MINIMUM SERVICE PERIOD**

The minimum service period is one month (30 days).

**2.10. PAYMENTS AND BILLING**

- 2.10.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis, and sent via first class mail or by electronic posting to a secure site on the Internet. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.
- 2.10.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.10.3. Billing is payable via check, wire transfer, credit card or automatic bank debit upon receipt and past due thirty (30) days after issuance and posting of invoice. Switched access customers who request printed invoices will be charged a monthly recurring fee as set forth in Section 5. Switched access customers who request electronic bills will incur no monthly recurring fee. Late payment charges may be applied, pursuant to South Carolina Public Service Commission Reg. 103-622.2, which provides that a maximum one and one-half (1.5) percent may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears, which charge is set forth in Section 5.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.10. PAYMENTS AND BILLING, Continued**

- 2.10.4. Return check charges may be applied in an amount not to exceed that allowed by applicable state law, as contained in South Carolina Code Section 34-11-70. Such charge is set forth in Section 5.
- 2.10.5. Billing disputes should be addressed to Company's customer service organization via telephone to 866.293.7778. Customer service representatives are available from 8:00 AM to 8:00 PM Eastern Time. Messages may be left for Customer Services from 8:01 PM to 7:59 AM Pacific Time, which will be answered on the next business day, unless in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.
- 2.10.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.10. PAYMENTS AND BILLING, Continued**

**2.10.6., Continued**

- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the South Carolina Public Service Commission for its investigation and decision.

The address and telephone numbers of the Commission are:

South Carolina Public Service Commission  
Synergy Business Park, Saluda Building  
101 Executive Center Drive  
Post Office Drawer 11649  
Columbia, South Carolina 29211

Telephone number: 803.896.5100  
Toll-free: 800.922.1531

**2.11. CANCELLATION BY CUSTOMER**

- 2.11.1. Customer may cancel service by subscribing to another presubscribed interexchange carrier.
- 2.11.2. Customer is responsible for usage charges while still connected to the Company's service, even if the customer utilizes services rendered after the Customer's request for cancellation has been made notice and the payment of associated local exchange company charges, if any, for service charges.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.11. CANCELLATION BY CUSTOMER, Continued**

2.11.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:

- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed upon with the Customer for the non-recoverable portions of expenditures; or
- B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
- C. If based on an order for service and construction has either begun or has been completed, but no service provided.

**2.12. CANCELLATION BY COMPANY**

2.12.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:

- A. In the event of a condition determined to be hazardous to the Customer, to other customers of the utility, to the utility's equipment, the public or to employees of the utility; or
- B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.12. CANCELLATION BY COMPANY, Continued**

**2.12.1., Continued**

- C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
- D. For unlawful use of the service or use of the service for unlawful purposes; or
- E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.

**2.12.2. Company may discontinue service according to the following conditions upon five (5) days' written notice pursuant to S.C. Reg. 103-633:**

- A. For violation of Company's filed tariffs; or
- B. For the non-payment of any proper charge as provided by Company's Tariff; or
- C. For Customer's breach of the contract for service between the utility and Customer.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.12. CANCELLATION BY COMPANY, Continued**

- 2.12.3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.12.4. The Company may refuse to permit collect calling, calling card and third-number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

**2.13. INTERCONNECTION**

- 2.13.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.13.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.14. DEPOSITS AND ADVANCE PAYMENTS**

At this time, the Company does not collect deposits or advance payments. Should the Company decide to collect deposits at any time in the future, it will collect and maintain deposits in accordance with S.C. Reg. 103-621.

**2.15. CREDIT LIMIT**

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

**2.16. TAXES**

The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, access, universal service, 911 services and handicapped services.

All taxes and fees are listed as separate line items on the Customer's bill and are not included in the quoted rates.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.17. MARKETING**

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the Company hereby asserts and affirms that as a reseller of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and the Company will comply with those marketing procedures, if any, set forth by the Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers, if any, for compliance with this provision. The Company understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the State of South Carolina.

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**SECTION 3 - DESCRIPTION OF SERVICE****3.1. TIMING OF CALLS**

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- 3.1.2. The minimum call duration for billing purposes, unless otherwise stated in this tariff, is thirty (30) seconds with six (6) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

**3.2 CALCULATION OF DISTANCE**

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The Company uses the rate centers, associated vertical and horizontal coordinates, and method of computing mileage set forth in AT&T Tariff F.C.C. No. 10.

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.3. CONVERGIA TELECOMMUNICATIONS SERVICES**

3.3.1. Company provides switched and dedicated access telecommunications services that allow Customer to establish a communications path between two stations by using uniform dialing plans.

3.3.2. **One Plus Service** is a switched or dedicated access service offering users outbound "1 plus" long distance telecommunications services.

3.3.3. **Toll Free Service** is a switched or dedicated access service offering users inbound, toll free long distance telecommunications services. This service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned toll free number. The Customer pays for the call.

3.3.4. **Calling Card Service** permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch-tone phone in the United States by dialing a toll free number and entering a personal identification code, followed by the desired telephone number. Calling Card calls appear on the Customer's monthly long-distance bill.

**3.4. PROMOTIONS**

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group. The Company will notify the Commission of promotions pursuant to the Commission's regulations.

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**SECTION 4 – MAXIMUM RATES FOR RESIDENTIAL AND BUSINESS SERVICE****4.1. SERVICE CHARGES**

Service charges per account are based on the following schedule. Service charges will not exceed the amounts allowed under Federal Communications Commission regulations.

**4.1.1. Switched or Dedicated One Plus Service Rates****A. PLAN A**

Customers served by Tier A local exchange carriers (see Sheet No. 33) may subscribe to the Company's Switched or Dedicated One Plus Plan A at the following rate:

Maximum Per Minute Rate: \$0.28

**Initial 30 Seconds**  
0.1400

**Additional 6 Seconds**  
0.0280

**B. PLAN B**

Maximum Per Minute Rate: \$0.28

Customers served by Tier B local exchange carriers (see Sheet No. 34) may subscribe to the Company's Switched or Dedicated One Plus Plan B at the following rate:

**Initial 30 Seconds**  
0.1400

**Additional 6 Seconds**  
0.0280

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**SECTION 4 – MAXIMUM RATES FOR RESIDENTIAL AND BUSINESS SERVICE,**  
Continued**4.1. SERVICE CHARGES, Continued****4.1.1. Switched or Dedicated One Plus Service Rates, Continued****C. PLAN C**

Customers served by Tier C local exchange carriers (See Sheet Nos. 35-36) may subscribe to the Company's Switched or Dedicated One Plus Plan C at the following rate:

Maximum Per Minute Rate: \$0.34

**Initial 30 Seconds**  
0.17

**Additional 6 Seconds**  
0.0340

**4.1.2. Switched or Dedicated Toll Free Service Rates****A. PLAN A**

Customers served by Tier A local exchange carriers (see Sheet No. 33) may subscribe to the Company's Switched or Dedicated Toll Free Plan A at the following rate:

Maximum Per Minute Rate: \$0.30

**Initial 30 Seconds**  
0.1500

**Additional 6 Seconds**  
0.0300

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**SECTION 4 – MAXIMUM RATES FOR RESIDENTIAL AND BUSINESS SERVICE,**  
Continued**4.1. SERVICE CHARGES, Continued****4.1.2. Switched or Dedicated Toll Free Service Rates, Continued****B. PLAN B**

Customers served by Tier B local exchange carriers (see Sheet No. 34) may subscribe to the Company's Switched or Dedicated Toll Free Plan B at the following rate:

Rate Per Minute: \$0.30

**Initial 30 Seconds**  
0.1500

**Additional 6 Seconds**  
0.0300

**C. PLAN C**

Customers served by Tier C local exchange carriers (See Sheets No. 35-36) may subscribe to the Company's Switched or Dedicated Toll Free Plan C at the following rate:

Maximum Rate Per Minute: \$0.40

**Maximum**      **Initial 30 Seconds**  
0.2000

**Additional 6 Seconds**  
0.0400

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**SECTION 4 – MAXIMUM RATES FOR RESIDENTIAL AND BUSINESS SERVICE,**  
Continued**4.2. MISCELLANEOUS FEES AND SURCHARGES**

4.2.1.	Returned Check Charge	<b>Maximum</b> as allowed under SC Code Sect 34-11-70
4.2.2.	Printed Billing Monthly Fee	\$ 5.00
4.2.3.	Toll Free Number Directory Listing Fee	
	Non-recurring directory fee:	\$30.00
	Monthly recurring directory fee:	\$30.00

**4.2.4. Rates for Installation of Dedicated Facilities**

Rates for installation of dedicated facilities, and recurring charges associated with such facilities, are included with the Company's interstate service offerings and may be obtained by contacting Customer Service at (866) 669-4357 or by obtaining a quote from the Company's sales agent.

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**SECTION 5 –LIST OF CARRIERS IN TIERS A - C**

5.1. LOCAL EXCHANGE CARRIERS INCLUDED IN TIER A

VERIZON NEW ENGLAND VERIZON NEW YORK INC VERIZON NEW JERSEY VERIZON PENNSYLVANIA VERIZON DELAWARE INC VERIZON WASHINGTON VERIZON MARYLAND INC VERIZON VIRGINIA INC VERIZON WEST VA AMERITECH OHIO AMERITECH MICHIGAN AMERITECH INDIANA	AMERITECH WISCONSIN AMERITECH ILLINOIS CINCINNATI BELL BELLSOUTH SO BELL BELLSOUTH SO CNTL SOUTHWESTERN BELL QWEST CORPORATION QWEST CORPORATION QWEST CORPORATION PACIFIC BELL NEVADA BELL
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**SECTION 5 –LIST OF CARRIERS IN TIERS A - C**

## 5.2. LOCAL EXCHANGE CARRIERS INCLUDED IN TIER B

FRONTIER ROCHESTER VERIZON NORTH-PA VERIZON NORTH-PA VERIZON SOUTH-VA VERIZON FLORIDA INC. VERIZON SOUTH-KY VERIZON SOUTH-KY VERIZON SOUTH-NC VERIZON SOUTH-SC VERIZON NORTH-OH VERIZON NORTH-MI VERIZON NORTH-MI VERIZON NORTH-IN VERIZON NORTH-IN VERIZON NORTH-IN VERIZON NORTH-WI VERIZON SOUTH-IL VERIZON NORTH-IL VERIZON MW INC.-MO VERIZON SW INC.-TX VERIZON CALIFORNIA VERIZON CALIFORNIA VERIZON NORTHWEST VERIZON HAWAII-HI VERIZON MIDWEST-MO VERIZON NW-ID	VERIZON NW-OR VERIZON NW-WA VERIZON SOUTH-AL VERIZON SOUTH-NC VERIZON SOUTH-SC VERIZON SOUTH-VA VERIZON SW INC.-TX VERIZON CALIFORNIA VERIZON NORTHWEST-WA UNITED TEL CO OF PA CENTRAL TEL CO FL SPRINT UNITED TEL FL SPRINT MID ATLANTIC UNITED TEL CO CAROL UNITED TEL CO INC UNITED TELCO OF OHIO UNITED TEL CO OF IN UNITED TEL CO OF MN UNITED TELCO WEST UNITED TELCO OF KS UNITED TEL CO OF MO UNITED TEL CO OF TX UNITED TEL CO OF NW CINCINNATI BELL SO NEW ENGLAND TEL VERIZON MW INC.-MO
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**SECTION 5 –LIST OF CARRIERS IN TIERS A - C****5.3. LOCAL EXCHANGE CARRIERS INCLUDED IN TIER C**

AMERITECH CELL SV IL	VERIZON WIRELESS-ND
AMERITECH CELL SV IN	UNITED TELCO MO - KS
AMERITECH CELL SV MI	VERIZON WIRELESS-SD
AMERITECH CELL SV OH	VERIZON WIRELESS-UT
VERIZON NORTH-PA	VERIZON WIRELESS-AZ
AMERITECH CELL SV WI	VERIZON WIRELESS-NM
GTE MOBILNET TAMPA	BELL CELLULAR, INC
U S CELLULAR CORP OR	CENTRAL TEL CO TX
VERIZON NORTH INC.	S AL CEL FRONTIER CL
BELL ATLANTIC MOBILE	SPRINT SPECTRUM LP
VERIZON WIRELESS-MA	CENTURYTEL-MS
VERIZON WIRELESS-CT	COMCAST CELLULAR PA
VERIZON WIRELESS-RI	CENTURYTEL-LA
VERIZON WIRELESS-VT	COMCAST CELLULAR NJ
VERIZON WIRELESS-NJ	CENTURY CELLUNET
VERIZON WIRELESS-PA	COMCAST CELLULAR DE
CENTRAL TEL CO OF NC	COMCAST CELLULAR MD
VERIZON WIRELESS-DE	VERIZON WIRELESS-TN
VERIZON WIRELESS-MD	CENTRAL TEL CO NV
BELL ATLANTIC MBL NC	CELLULAR PAGE
VERIZON WIRELESS-SC	BELLSOUTH PRSNL COMM
VERIZON WIRELESS-DC	GTE MOBILNET OH
AMERITECH CELL SV MO	VERIZON WIRELESS-IN
VERIZON WIRELESS-FL	PUERTO RICO TEL CO
VERIZON WIRELESS-LA	AIRTOUCH PAGING IA
VERIZON WIRELESS-TX	CELL ONE OF AMARILLO
VERIZON SOUTHWEST-TX	AIRTOUCH PAGING NE
VERIZON WIRELESS-WI	SPRINT SPECTRUM WY
WESTERN WIRELESS	SPRINT SPECTRUM ND
VERIZON WIRELESS HI	GREAT LKS CELL ONE
AT&T FIXED WIRELESS	SPRINT SPECTRUM NH
GTE MOBILNET CTL CA	CELLULAR PROPERTIES
VERIZON WIRELESS-KS	SPRINT SPECTRUM ID
VERIZON WIRELESS-GA	CELL PTNR LAMAR
CENTURY TEL WIRELESS	SPRINT SPECTRUM MD
VERIZON WIRELESS-MT	AIRTOUCH PAGING LA
UNITED TEL CO OF IA	AIRTOUCH PAGING MN
VERIZON WIRELESS-ID	CELLULAR NETWORK
VERIZON WIRELESS-WY	VERIZON WIRELESS-AL
VERIZON WIRELESS-CO	
UNITED TEL CO OF KS	

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**SECTION 5 –LIST OF CARRIERS IN TIERS A - C****5.3. LOCAL EXCHANGE CARRIERS INCLUDED IN TIER C, Continued**

GTE MOBILNET HTSVL	SPRINT SPECTRUM WI
CELL XL ASSC LP W	AMERITECH MOBILE
GTE MOBILNET VA	SPRINT SPECTRUM GA
CELLULAR PAGING USA	VERIZON WIRELESS-MI
CELL ONE OF NE CO	SPRINT SPECTRUM IL
BELLSOUTH WIRELESS	VERISON WIRELESS-CA
VERIZON WIRELESS-NY	SPRINT SPECTRUM NC
CELLULAR ONE BUFFALO	AT&T WIRELESS SVCS
CELLULAR ONE ALBANY	SPRINT SPECTRUM OH
NEXTEL PTNRS OPERAT	CELLULAR ONE – IL
AVISTA COMM.,INC. WA	SPRINT SPECTRUM SC
WESTERN WIRELESS-AZ	VERIZON WIRELESS-OH
LAMBDA COMM	SPRINT SPECTRUM VA
WESTERN WIRELESS-CA	KO COMM DBA CELL ONE
CONNECT TOTAL	SPRINT SPECTRUM NM
WESTERN WIRELESS-CO	NEXTEL COMM
SPRINT SPECTRUM AZ	SPRINT SPECTRUM MS
WESTERN WIRELESS-IA	AIRTOUCH COMM
SPRINT SPECTRUM AR	SPRINT SPECTRUM WV
WESTERN WIRELESS-ID	AIRTOUCH CELLULAR OR
SPRINT SPECTRUM CA	UNITED STATES CEL CA
WESTERN WIRELESS-KS	UNITED STATES CEL GA
SPRINT SPECTRUM FL	UNITED STATES CEL ID
WESTERN WIRELESS-MN	UNITED STATES CEL IL
SPRINT SPECTRUM IN	UNITED STATES CEL IA
WESTERN WIRELESS-MO	UNITED STATES CEL KS
SPRINT SPECTRUM KS	UNITED STATES CEL KY
WESTERN WIRELESS-MT	UNITED STATES CEL TX
SPRINT SPECTRUM KY	UNITED STATES CEL OK
WESTERN WIRELESS-ND	UNITED STATES CEL WI
SPRINT SPECTRUM LA	UNITED STATES CEL MO
WESTERN WIRELESS-NE	UNITED STATES CEL IN
SPRINT SPECTRUM MI	UNITED STATES CEL TN

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**SECTION 6 – INDIVIDUAL CASE BASIS (IBC) ARRANGEMENTS**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. ICB contracts will be submitted to the Commission for approval.

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**ADDENDUM A – PRICE LIST FOR RESIDENTIAL AND BUSINESS SERVICES  
EFFECTIVE RATE SCHEDULE****1.1. SERVICE CHARGES**

Service charges per account are based on the following schedules:

**1.1.1. Switched or Dedicated One Plus Service Rates****A. PLAN A**

Customers served by Tier A local exchange carriers (see Sheet No. 32) may subscribe to the Company's Switched or Dedicated One Plus Plan A at the following rate:

Per Minute: \$0.14

**Initial 30 Seconds**  
0.0700

**Additional 6 Seconds**  
0.0140

**B. PLAN B**

Per Minute: \$0.14

Customers served by Tier B local exchange carriers (see Sheet No. 33) may subscribe to the Company's Switched or Dedicated One Plus Plan B at the following rate:

**Initial 30 Seconds**  
0.205

**Additional 6 Seconds**  
0.041

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Issued:  
Issued By:

Mr. Cliff Rees  
Convergia, Inc.  
237 Hymus Boulevard  
Pointe Claire, Quebec  
H9R 5C3 Canada  
800.293.7778

Effective Date:

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**EFFECTIVE RATE SCHEDULE, Continued****1.1. SERVICE CHARGES, Continued****1.1.1. Switched or Dedicated One Plus Service Rates, Continued****C. PLAN C**

Customers served by Tier C local exchange carriers (See Sheets No. 34-35) may subscribe to the Company's Switched or Dedicated One Plus Plan C at the following rate:

Per Minute Rate: \$0.32

**Initial 30 Seconds**  
0.16

**Additional 6 Seconds**  
0.032

**1.1.2. Switched or Dedicated Toll Free Service Rates****A. PLAN A**

Customers served by Tier A local exchange carriers (see Sheet No. 32) may subscribe to the Company's Switched or Dedicated Toll Free Plan A at the following rate:

Per Minute Rate: \$0.27

**Initial 30 Seconds**  
0.135

**Additional 6 Seconds**  
0.027

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Mr. Cliff Rees  
Convergia, Inc.  
237 Hymus Boulevard  
Pointe Claire, Quebec  
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800.293.7778

Effective Date:

**EFFECTIVE RATE SCHEDULE, Continued****1.1. SERVICE CHARGES, Continued****1.1.2. Switched or Dedicated Toll Free Service Rates, Continued****B. PLAN B**

Customers served by Tier B local exchange carriers (see Sheet No. 33) may subscribe to the Company's Switched or Dedicated Toll Free Plan B at the following rate:

Rate Per Minute: \$0.43

**Initial 30 Seconds**  
0.215

**Additional 6 Seconds**  
0.043

**C. PLAN C**

Customers served by Tier C local exchange carriers (See Sheets No. 34-35) may subscribe to the Company's Switched or Dedicated Toll Free Plan C at the following rate:

Rate Per Minute: \$0.35

**Initial 30 Seconds**  
0.175

**Additional 6 Seconds**  
0.035

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Convergia, Inc.  
237 Hymus Boulevard  
Pointe Claire, Quebec  
H9R 5C3 Canada  
800.293.7778

Effective Date:

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**EFFECTIVE RATE SCHEDULE, Continued****1.1. SERVICE CHARGES, Continued****1.1.3. Late Payment Penalty**

Bills not paid within thirty (30) days after the date of posting are subject to a payment charge of 1.5% on the unpaid balance, and may be subject to additional collection agency fees.

**1.1.4. Returned Check Charge**

A charge of \$20.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

**1.1.5. Printed Billing Monthly Fee**

Customers who request a printed bill will be assessed a \$1.99 monthly recurring charge.

**1.1.6. Toll Free Number Directory Listing Fee**

Customers who subscribe to the Company's toll free service and would like their toll free numbers listed in toll free directory assistance will be charged the following fees:

Non-recurring directory fee:	\$15.00
Monthly recurring directory fee:	\$15.00

**1.1.7. Rates for Installation of Dedicated Facilities**

Rates for installation of dedicated facilities, and recurring charges associated with such facilities, are included with the Company's interstate service offerings and may be obtained by contacting Customer Service at 800.293.7778.

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Issued:

Issued By:

Mr. Cliff Rees  
Convergia, Inc.  
237 Hymus Boulevard  
Pointe Claire, Quebec  
H9R 5C3 Canada  
800.293.7778

Effective Date:

**EXHIBIT F**

**SAMPLE BILL**  
(Attached)

# Invoice

## Account Information

ACCOUNT NUMBER:  
INVOICE DATE: 7/21/04  
INVOICE NUMBER: 210943  
BILLING PERIOD: 6/15/04 - 07/15/04  
PAYMENT DUE: Upon Receipt

## Account Summary

PREVIOUS BALANCE DUE: \$0.00  
PAYMENTS RECEIVED THRU 6/15/04 \$0.00  
CURRENT CHARGES & TAXES: \$229.58  
CREDITS AND ADJUSTMENTS: \$0.00

**TOTAL AMOUNT DUE: \$229.58**

PLEASE SEE FOLLOWING PAGE(S) FOR DETAILS

## Special Message

Earn \$5 FREE LONG DISTANCE for each new account you refer to Convergia. Have your referred customer call 1-866-669-HELP or your Sales Agent and mention your name or account number. We'll take care of everything else!

PLEASE MAKE PROMPT PAYMENT TO ENSURE THAT YOUR ACCOUNT REMAINS IN GOOD STANDING TO CONTINUE ENJOYING CONVERGIA'S UNBEATABLE RATES AND SERVICE.

# PAYMENT COUPON

- Please write your account number on your check.
- Make checks payable to Convergia, Inc.
- Please return this portion with your payment to ensure proper credit.
- To pay by credit card please contact customer service.
- To make any address or phone number changes please contact customer service.

YOUR ACCOUNT NUMBER: 00917047  
INVOICE DATE: 7/21/04

Due Date	July 22, 2004
Amount Due	\$229.58
Amount Enclosed	

### Remit payment to:

Convergia, Inc.  
41 Main Street  
Bolton, Massachusetts 01740

**Overview - Current Charges****Summary Of Usage Charges**

LONG DISTANCE SERVICE	
108 CALL(S)	\$204.01
DIRECTORY ASSISTANCE	
0 CALL(S)	\$0.00
<b><u>USAGE SUBTOTAL</u></b>	<b><u>\$204.01</u></b>

**Summary Of Taxes**

	\$25.57
<b>Total - Current Charges</b>	<b><u>\$229.58</u></b>

**Report - Taxes By Jurisdiction**

<u>Jurisdiction</u>	<u>Amount</u>
Federal	
Federal Excise Tax	\$6.69
Fed USF Combined High Cost and School	\$18.16
Fed Telecommunications Relay Service	\$0.73
Subtotal	<b><u>\$25.57</u></b>
<b>Total Taxes And Surcharges</b>	<b><u>\$25.57</u></b>

The tax and surcharge rates are displayed for informational purposes only.



Invoice: 210943

Account Number [REDACTED]

**Call Detail Records****CALLS FOR : 80468717090000 (CC)**

DATE	TIME	MIN	DESTINATION	CALLED	COST
6/21/2004	9:24p	2.0	India	912692250834	0.378
From 8046871709					
	Tollfree	8666146342	\$0.00		
6/22/2004	7:13a	3.5	India	912692253760	0.662
From 8046871709					
	Tollfree	8666146342	\$0.00		
6/22/2004	7:18a	6.0	India	9126922537600	1.134
From 8046871709					
	Tollfree	8666146342	\$0.00		
6/22/2004	11:36p	30.5	India (NGN)	912762252260	5.764
From 8046871709					
	Tollfree	8666146342	\$0.00		
6/23/2004	12:13a	18.0	India (NGN)	912762252260	3.402
From 8046871709					
	Tollfree	8666146342	\$0.00		
6/23/2004	12:34a	6.5	India (NGN)	912762252260	1.228
From 8046871709					
	Tollfree	8666146342	\$0.00		
6/23/2004	10:16p	2.5	India	912692250834	0.472
From 8046871709					
	Tollfree	8666146342	\$0.00		
6/23/2004	10:30p	3.0	India	912692250834	0.567
From 8046871709					
	Tollfree	8666146342	\$0.00		
6/23/2004	10:34p	7.0	India	912692250834	1.323
From 8046871709					
	Tollfree	8666146342	\$0.00		
6/23/2004	10:56p	17.5	India	912692249464	3.308
From 8046871709					
	Tollfree	8666146342	\$0.00		
6/24/2004	9:48a	14.5	India (Cellular)	919825480955	2.740
From 8046871709					
	Tollfree	8666146342	\$0.00		
6/24/2004	8:05p	1.0	India	912692257688	0.189
From 8046871709					
	Tollfree	8666146342	\$0.00		
6/24/2004	8:08p	3.0	India	912692257688	0.567
From 8046871709					
	Tollfree	8666146342	\$0.00		
6/24/2004	8:12p	21.5	India	912692257688	4.064
From 8046871709					
	Tollfree	8666146342	\$0.00		
6/24/2004	9:13p	17.0	India	912692257688	3.213
From 8046871709					
	Tollfree	8666146342	\$0.00		
6/24/2004	9:33p	2.5	India	912692257688	0.472
From 8046871709					
	Tollfree	8666146342	\$0.00		
6/24/2004	9:38p	5.5	India	912692257688	1.040
From 8046871709					
	Tollfree	8666146342	\$0.00		
6/24/2004	10:02p	5.5	India	912692240655	1.040
From 8046871709					
	Tollfree	8666146342	\$0.00		
6/24/2004	11:10p	0.5	India	9126922866688	0.094

From 8046871709					
Tollfree	8666146342	\$0.00			
6/24/2004	11:13p	12.5	India	912692286688	2.362
From 8046871709					
Tollfree	8666146342	\$0.00			
6/24/2004	11:34p	2.0	India	9126922338888	0.378
From 8046871709					
Tollfree	8666146342	\$0.00			
6/24/2004	11:40p	30.0	India (NGN)	912762252260	5.670
From 8046871709					
Tollfree	8666146342	\$0.00			
6/25/2004	12:14a	11.5	India (NGN)	912762252260	2.174
From 8046871709					
Tollfree	8666146342	\$0.00			
6/25/2004	12:28a	30.0	India (Cellular)	919825927727	5.670
From 8046871709					
Tollfree	8666146342	\$0.00			
6/25/2004	1:09a	2.5	India	912692250834	0.472
From 8046871709					
Tollfree	8666146342	\$0.00			
6/25/2004	1:13a	2.5	India (Cellular)	919825540635	0.472
From 8046871709					
Tollfree	8666146342	\$0.00			
6/25/2004	1:15a	2.0	India	912692253760	0.378
From 8046871709					
Tollfree	8666146342	\$0.00			
6/25/2004	2:57a	7.0	India	912692250834	1.323
From 8046871709					
Tollfree	8666146342	\$0.00			
6/25/2004	3:04a	2.0	India	912692257688	0.378
From 8046871709					
Tollfree	8666146342	\$0.00			
6/25/2004	9:09p	0.5	India	912692238882	0.094
From 8046871709					
Tollfree	8666146342	\$0.00			
6/25/2004	9:12p	15.0	India	912692572174	2.835
From 8046871709					
Tollfree	8666146342	\$0.00			
6/25/2004	9:33p	8.0	India	912692250968	1.512
From 8046871709					
Tollfree	8666146342	\$0.00			
6/25/2004	9:54p	20.0	India	912692250968	3.780
From 8046871709					
Tollfree	8666146342	\$0.00			
6/25/2004	10:19p	2.5	India	912692250968	0.472
From 8046871709					
Tollfree	8666146342	\$0.00			
6/26/2004	10:10a	8.0	India	912692257688	1.512
From 8046871709					
Tollfree	8666146342	\$0.00			
6/26/2004	10:45a	2.5	India	912692286688	0.472
From 8046871709					
Tollfree	8666146342	\$0.00			
6/26/2004	10:56a	2.5	India	912692286688	0.472
From 8046871709					
Tollfree	8666146342	\$0.00			
6/26/2004	6:07p	29.0	India	912692249464	5.481

Legend : Indicator(Ind) - a=Payphone surcharge added, b = Operator assist charge added

Invoice: 210943

Account Number

**Call Detail Records****CALLS FOR : 80468717090000 (CC)**

DATE	TIME	MIN	DESTINATION	CALLED	COST
From 8046871709					
Tollfree 8666146342					\$0.00
6/26/2004 8:21p	0.5		India (Cellular)	919824008584	0.094
From 8046871709					
Tollfree 8666146342					\$0.00
6/26/2004 8:24p	8.5		India (Cellular)	919824008584	1.606
From 8046871709					
Tollfree 8666146342					\$0.00
6/27/2004 6:57a	2.0		India	912692269444	0.378
From 8046871709					
Tollfree 8666146342					\$0.00
6/27/2004 7:22a	1.0		India	912692255812	0.189
From 8046871709					
Tollfree 8666146342					\$0.00
6/27/2004 8:35a	4.0		India	912692255812	0.756
From 8046871709					
Tollfree 8666146342					\$0.00
6/27/2004 8:36p	3.0		India	912692257688	0.567
From 8046871709					
Tollfree 8666146342					\$0.00
6/27/2004 9:51p	17.5		India (NGN)	912762252260	3.308
From 8046871709					
Tollfree 8666146342					\$0.00
6/28/2004 7:57a	19.0		India	912692257688	3.591
From 8046871709					
Tollfree 8666146342					\$0.00
6/28/2004 11:17p	2.0		India	912692249925	0.378
From 8046871709					
Tollfree 8666146342					\$0.00
6/28/2004 11:20p	7.0		India	912692249925	1.323
From 8046871709					
Tollfree 8666146342					\$0.00
6/28/2004 11:27p	25.5		India (NGN)	912762252260	4.820
From 8046871709					
Tollfree 8666146342					\$0.00
6/28/2004 11:56p	0.5		India	9126922449248	0.094
From 8046871709					
Tollfree 8666146342					\$0.00
6/28/2004 11:59p	0.5		India	912692249248	0.094
From 8046871709					
Tollfree 8666146342					\$0.00
6/29/2004 8:24a	2.5		India	912692572174	0.472
From 8046871709					
Tollfree 8666146342					\$0.00
6/29/2004 8:28a	30.5		India (NGN)	912762252260	5.764
From 8046871709					
Tollfree 8666146342					\$0.00
6/29/2004 9:34p	1.0		India	912692249925	0.189
From 8046871709					
Tollfree 8666146342					\$0.00
6/29/2004 9:36p	2.0		India	912692249925	0.378
From 8046871709					
Tollfree 8666146342					\$0.00
6/29/2004 9:45p	8.5		India	912692249925	1.606

From 8046871709					
Tollfree 8666146342					\$0.00
6/29/2004 9:58p	19.0		India	912692249925	3.591
From 8046871709					
Tollfree 8666146342					\$0.00
6/29/2004 10:17p	11.0		India	912692222080	2.079
From 8046871709					
Tollfree 8666146342					\$0.00
6/30/2004 10:48p	30.5		India (NGN)	912762252260	5.764
From 8046871709					
Tollfree 8666146342					\$0.00
6/30/2004 11:22p	13.0		India (NGN)	912762252260	2.457
From 8046871709					
Tollfree 8666146342					\$0.00
7/1/2004 11:15p	24.5		India	912692286688	4.630
From 8046871709					
Tollfree 8666146342					\$0.00
7/2/2004 9:21p	2.0		India	912692238882	0.378
From 8046871709					
Tollfree 8666146342					\$0.00
7/2/2004 9:25p	45.0		India	912692257688	8.505
From 8046871709					
Tollfree 8666146342					\$0.00
7/3/2004 6:21a	72.0		India	912692257688	13.608
From 8046871709					
Tollfree 8666146342					\$0.00
7/3/2004 7:34a	8.5		India	912692257688	1.606
From 8046871709					
Tollfree 8666146342					\$0.00
7/3/2004 7:47a	2.0		India	912692237066	0.378
From 8046871709					
Tollfree 8666146342					\$0.00
7/3/2004 7:49a	2.0		India	912692233459	0.378
From 8046871709					
Tollfree 8666146342					\$0.00
7/3/2004 7:52a	6.5		India	912692231314	1.228
From 8046871709					
Tollfree 8666146342					\$0.00
7/3/2004 8:00a	14.0		India	912692231314	2.646
From 8046871709					
Tollfree 8666146342					\$0.00
7/4/2004 7:41a	18.5		India	912692257688	3.496
From 8046871709					
Tollfree 8666146342					\$0.00
7/4/2004 1:01p	10.5		India	912692257688	1.984
From 8046871709					
Tollfree 8666146342					\$0.00
7/4/2004 1:15p	3.5		India	912692257688	0.662
From 8046871709					
Tollfree 8666146342					\$0.00
7/4/2004 1:22p	14.0		India	912692250834	2.646
From 8046871709					
Tollfree 8666146342					\$0.00
7/4/2004 4:10p	2.0		India	912692286688	0.378
From 8046871709					
Tollfree 8666146342					\$0.00
7/4/2004 9:31p	3.0		India (NGN)	912762252260	0.567

Legend : Indicator(Ind ) - a=Payphone surcharge added, b = Operator assist charge added

Invoice: 210943

Account Number [REDACTED]

**Call Detail Records****CALLS FOR : 80468717090000 (CC)**

DATE	TIME	MIN	DESTINATION	CALLED	COST
From 8046871709					
Tollfree 8666146342		\$0.00			
7/4/2004 9:43p	2.0	India (NGN)	912714231518	0.378	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/4/2004 9:54p	4.0	India (NGN)	912714231518	0.756	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/4/2004 9:59p	17.5	India (NGN)	912714231518	3.308	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/4/2004 10:17p	2.0	India (NGN)	9127142315518	0.378	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/4/2004 10:27p	0.5	India	912692249248	0.094	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/5/2004 7:55a	3.0	India	912692242074	0.567	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/5/2004 10:52a	1.0	India	912692572174	0.189	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/5/2004 10:55a	0.5	India (Cellular)	919825098922	0.094	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/5/2004 10:56a	27.5	India	912692257688	5.198	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/7/2004 10:33p	30.5	India (NGN)	912762252260	5.764	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/7/2004 11:04p	11.5	India	912692572174	2.174	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/7/2004 11:26p	18.0	India	912692286688	3.402	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/8/2004 7:35a	17.5	India	912692253760	3.308	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/8/2004 10:38p	13.5	India	912692257688	2.552	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/9/2004 6:59a	0.5	India	912692253760	0.094	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/9/2004 9:54p	7.0	India	912692286334	1.323	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/9/2004 10:03p	0.5	India (Cellular)	919825021237	0.094	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/10/2004 8:43p	4.0	India	912692257688	0.756	

From 8046871709					
Tollfree 8666146342		\$0.00			
7/11/2004 10:22p	0.5	India	912692286688	0.094	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/11/2004 10:24p	10.0	India	912692230203	1.890	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/11/2004 11:21p	30.0	India (NGN)	912762252260	5.670	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/11/2004 11:57p	24.5	India	912692230879	4.630	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/12/2004 9:01a	3.0	India	912692253760	0.567	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/12/2004 9:11a	1.0	India	9126922537760	0.189	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/12/2004 9:16a	17.0	India	912692253760	3.213	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/12/2004 10:20p	21.0	India	912692570010	3.969	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/12/2004 10:44p	2.5	India	912692286688	0.472	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/12/2004 10:51p	4.0	India (Cellular)	919825327101	0.756	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/12/2004 10:57p	2.5	India	9126825578747	0.472	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/14/2004 2:00a	0.5	India	912692253760	0.094	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/14/2004 2:01a	0.5	India	912692253760	0.094	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/14/2004 2:04a	0.5	India	912692253760	0.094	
From 8046871709					
Tollfree 8666146342		\$0.00			
7/14/2004 2:18a	6.5	India	912692253760	1.228	
From 8046871709					
Tollfree 8666146342		\$0.00			

TOTAL	CALLS 108	MINUTES 1,079.50	CHARGES 204.01
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Legend : Indicator(Ind ) - a=Payphone surcharge added, b = Operator assist charge added

Invoice: 210943

**Summary By Destination**

Calling Card		
International	Minutes	Amount
91	716.0	\$135.315
9127	302.5	\$57.172
9198	61.0	\$11.526
<b>Subtotal International</b>	<b>1,079.5</b>	<b>\$204.013</b>
<b>Subtotal Calling</b>	<b>1,079.5</b>	<b>\$204.013</b>
<b>Grand Total</b>	<b>1,079.5</b>	<b>\$204.01</b>

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Legend : Indicator(Ind ) - a=Payphone surcharge added, b = Operator assist charge added